

TABLE OF CONTENTS

Section 1 - The Schedule

- SF-1449 cover sheet
- Continuation To SF-1449, RFQ Number SSN10006Q1147, Prices, Block 23
- Continuation To SF-1449, RFQ Number SSN10006Q1147, Schedule Of Supplies/Services, Block 20 Description/Specifications/Work Statement

Section 2 - Contract Clauses

- Contract Clauses
- Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3 - Solicitation Provisions

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4 - Evaluation Factors

- Evaluation Factors
- Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Offeror Representations and Certifications

- Offeror Representations and Certifications

SECTION 1 - THE SCHEDULE**CONTINUATION TO SF-1449, RFQ NUMBER SSN10006Q1147
PRICES, BLOCK 23****1.1. SCOPE OF SERVICES**

The Contractor shall furnish and deliver household carpets to the U.S. Government leased residences or warehouse in Singapore in accordance with the specifications and terms and conditions set forth herein.

1.2. TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract. The Contractor shall supply carpets according to delivery order issued by the Contracting Officer. Oral delivery orders may be necessary for emergencies; however, they will be issued in writing within three business days after issuance of the oral instructions. The delivery orders shall specify the location, list of items and date/time of delivery.

1.3. PRICES

The Contractor shall furnish the carpets and services at firm-fixed prices listed below. The prices listed shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the U.S. Government leased residences or warehouse. All prices are in Singapore Dollars.

- 1.3.1. The Contractor shall maintain the prices as stated in the Price Schedule during the contract period or as long as the carpet mill is in production of the selected carpet. If production ceases, the Government has the option to accept a substitute carpet (to be approved by the Government) at the same price or terminate the contract. Under such circumstances, termination will be by mutual agreement by both parties and no penalty will be imposed by either parties. The Contractor shall inform the Government at least 3 months in advance of expected cessation of production of the selected carpet.

1.3.2.BASE PERIOD PRICES

CLIN	Description	Estimated Quantity *	Unit Price (S\$)	Total Price (S\$)
001	8 ft x 10 ft carpet	30		
002	9 ft x 12 ft carpet	25		
003	15 ft x 12 ft carpet	15		
004	Serging for 8 x 10 carpet	30		
005	Serging for 9 x 12 carpet	25		
006	Serging for 15 ft x 12 ft carpet	15		
007	Underlay for 8 x 10 carpet	30		
008	Underlay for 9 x 12 ft carpet	25		
009	Underlay for 15 x 12 carpet	15		
010	Labor to deliver and lay carpets per residence	7 residences		
011	Cost per sq foot for carpet other than sizes stated above	300 sf ft		
012	Cost per foot run for serging	155 ft run		
013	Cost per sq foot for underlay other than sizes stated above	300 sq ft		
	GST			
	TOTAL			

Total for Base Year: S\$_____

1.3.3.FIRST OPTION YEAR PRICES

CLIN	Description	Estimated Quantity *	Unit Price (S\$)	Total Price (S\$)
101	8 ft x 10 ft carpet	30		
102	9 ft x 12 ft carpet	25		
103	15 ft x 12 ft carpet	15		
104	Serging for 8 x 10 carpet	30		
105	Serging for 9 x 12 carpet	25		
106	Serging for 15 ft x 12 ft carpet	15		
107	Underlay for 8 x 10 carpet	30		
108	Underlay for 9 x 12 ft carpet	25		
109	Underlay for 15 x 12 carpet	15		
110	Labor to deliver and lay carpets per residence	7 residences		
111	Cost per sq foot for carpet other than sizes stated above	300 sf ft		
112	Cost per foot run for serging	155 ft run		
113	Cost per sq foot for underlay other than sizes stated above	300 sq ft		
	GST			
	TOTAL			

Total for First Option Year : S\$_____

1.3.4.SECOND OPTION YEAR PRICES

CLIN	Description	Estimated Quantity *	Unit Price (S\$)	Total Price (S\$)
201	8 ft x 10 ft carpet	30		
202	9 ft x 12 ft carpet	25		
203	15 ft x 12 ft carpet	15		
204	Serging for 8 x 10 carpet	30		
205	Serging for 9 x 12 carpet	25		
206	Serging for 15 ft x 12 ft carpet	15		
207	Underlay for 8 x 10 carpet	30		
208	Underlay for 9 x 12 ft carpet	25		
209	Underlay for 15 x 12 carpet	15		
210	Labor to deliver and lay carpets per residence	7 residences		
211	Cost per sq foot for carpet other than sizes stated above	300 sf ft		
212	Cost per foot run for serging	155 ft run		
213	Cost per sq foot for underlay other than sizes stated above	300 sq ft		
	GST			
	TOTAL			

Total for Second Option Year: S\$_____

Total for 3 years: S\$_____

***This is an estimated quantity for evaluation purposes only.**

CONTINUATION TO SF-1449, RFQ NUMBER SSN10006Q1147
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- I. **General:** The Embassy is interested in purchasing residential carpets. Quotes are requested for carpets of sizes indicated on the price schedule and with similar specifications as stated below:

<i>Specifications</i>	<i>Construction</i>	<i>Plush Pile</i>
	<i>Pile Fiber</i>	100% nylon
	<i>Gauge</i>	Approx 1/8"
	<i>Pile Height</i>	Approx 12mm
	<i>Pile Weight</i>	Approx 50 oz/sq.yd
	<i>Total Weight</i>	Approx 81 oz/sq.yd
	<i>Color</i>	Neutral beige color
	<i>SERGING</i>	All 4 sides to be serged
	<i>Underlay</i>	Required (felt-type)
All carpets and underlay must be fire retardant and must meet ASTM D2859, Standard test method for flammability of finished textile floor covering materials (Section 10.2.7 of NFPA 101, Life Safety Code)		

As and when required by the Embassy, an order shall be placed with the Contractor for the required number and sizes of carpets. All carpets will be serged and shall include underlay. Each delivery shall include labor to position the carpets and underlay in the various rooms. Prices for these carpets are stated in Clins 01-09 on Price Schedule.

The Government may also place orders for carpet sizes, which are not stated on the price schedule. The shapes of these carpets will be either rectangular or square. Odd shaped carpets may be ordered and price will include wastage. Prices for these carpets are stated in Clins 11-13 on Price Schedule.

If necessary, the Contractor shall make an initial visit to the apartment to take measurements to determine the size of carpets required and review delivery logistics. The Contractor shall submit a written quote to the Embassy, stating the sizes and the prices. On acceptance of the quote, the Embassy will issue a delivery order. Under no circumstances shall the Contractor proceed to supply carpets without the written consent (Delivery order) of the Contracting Officer. Prices of these carpets are included in Clin 10 on Price Schedule. Clin 10 also includes delivery charges.

II. Minimum/Maximum Quantities

For each effective year of the purchase order, the U.S. Government guarantees a minimum order of US\$1,000.00 under this contract. The maximum amount ordered under each year of the purchase order will not exceed US\$100,000.00.

Orders may be issued orally by the Contracting Officer, but will be confirmed in writing within three business days of the date the order is placed.

III. Delivery Location and Time

The Contractor shall deliver all ordered items not later than the date specified on the delivery order. The Contractor will be given at least 2 working days' notice to deliver the items to the destination.

The Contractor shall deliver and position the carpets in the rooms as instructed in the delivery order. Delivery time shall be during office hours, Mondays – Fridays, 9am to 5 pm and Saturday 9am to 12 pm except holidays.

IV. Ordering

The Government shall issue delivery orders for ordering all services under this contract. Delivery order may be issued from the effective date of the contract until the end of the "Period of Performance." All delivery orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any delivery order.

V. Issuance of Delivery Orders

The Contracting officer shall issue delivery orders on an as-needed basis. Please refer to Exhibit 1 on the sample delivery order. Delivery orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Description of work
- (f) Point of contact for questioning
- (g) Name and contact number of ordering officer

VI. Periods of Performance

The base period of this purchase order starts on date of award and continues for twelve months, with 2-one year options to renew.

VII. Payment

The Contractor shall submit an original invoice after completion of delivery to:

FMO – Vouchering Section
American Embassy
27 Napier Road
Singapore 258508

Payment will be made 30 days after delivery or 30 days after receipt of invoice at the above payment office, whichever is later.

VIII. Special Conditions

- (a) Management Corporation's Regulations. Any Contractor personnel involved with the delivery of the items shall comply with the rules and regulations of the relevant apartment/condominiums' Management Corporations. Any fees payable to the MCs must be borne by the Contractor.
- (b) Damage to Property. The Contractor shall be responsible for any damage caused by his workmen to Landlord or U.S. personnel property, including but not limited to damage to flooring, lifts, roads and culverts, personal property, equipment or vegetation and shall carry out such repair (s) and/or replacement (s) at the Contractor's expense. If necessary, the Contractor shall take all necessary precaution to protect U.S. Government premises used by the Contractor. Pre-cautionary measures include but are not limited to supply of padding materials to protect floors, stairs, elevators, where applicable.
- (c) Avoiding Nuisance. The Contractor shall carry out the work in such manner as to cause as little inconvenience and nuisance to other residents at the apartment/condominium.
- (d) Removal of Debris. The Contractor shall remove all debris and surplus materials immediately upon completion of work. No dumping shall be permitted at the site. The Contractor shall leave the work places in clean, neat and orderly conditions satisfactory to the Contracting Officer's Representative (COR).
- (e) Warranties. The Contractor warrants that all carpets delivered performed under this contract conforms to the contract requirements or best commercial practice in the absence of a specific contract requirement, and is free from defective or inferior materials, installation, or workmanship. The Contractor shall obtain and furnish to the COR all information that is required in order to make any manufacturer's or supplier's guarantee or warranty legally binding and effective.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2003), is incorporated by reference. (See SF-1449, block 27b).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (APR 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	<u>Clause Number and Title</u>
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
X	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[If awarded to a U.S. Firm]</i>
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). <i>[If awarded to a U.S. Firm]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[If awarded to a U.S. Firm]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[If awarded to a U.S. Firm]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[If awarded to a U.S. Firm]</i>
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
	(ii) Alternate I (APR 1984) of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless

otherwise indicated below, the extent of the flow down shall be as required by the clause

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- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) [Reserved].
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than S\$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of than S\$10,000.00;
 - (2) Any order for a combination of items in excess of than S\$20,000.00 or
 - (3) A series of orders from the same ordering office within than 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within than one (1) day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Goods and Services Tax (GST) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is Todd M. Katschke, General Services Officer.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JAN 2005), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

Submission of Offers

- (1) Summary of instructions: Each quote must consist of following:
 - (a) SF-1449 cover page. Fill up blocks 12, 17, 24 & 30 as appropriate.
 - (b) Firm fixed price for the work (use price table). The quoter may submit a price on his company's letterhead but at the minimum, prices must be broken down as per the price schedule on page 2. The price must include unit prices for carpet supply and installation, etc.
 - (c) Sample of proposed carpet and specifications (quoters may submit as many samples as they wish);
 - (d) Country of manufacture;
 - (e) Provide warranty information of each carpet sample;
 - (f) Provide proof of fire retardant standards.
 - (g) The representations and certifications, to be completed by the quoter, given at the end of this RFQ.
- (2) **CLOSING DATE OF RFQ: March 31, 2006, 4.30 pm.**

To be acceptable, the quote and samples must be hand-delivered or posted in a sealed envelope to the General Services Office (GSO), 27 Napier Road, Singapore 258508 by date and time stated above. The envelope should be clearly marked **"RFQ SSN10006Q1147"** on the top left corner. The Quoter's name and address must be indicated on the envelope. Submission by fax to **6476-9003** is also acceptable but the hardcopy must be received by the next working day.

- (3) **VALIDITY of QUOTE: 60 DAYS from close of RFQ.**

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Karen Stanton, Management Counselor** at **Tel: 6476-9187 or Fax: 6476-9040**. For an American Embassy or overseas post, refer to

the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract resulting from this RFQ to the lowest priced, technically acceptable offeror/quoter who is a responsible Contractor. The Government reserves the option to award the contract to a single Contractor or multiple Contractors. The evaluation process shall include the following:

- **Compliance Review.** The Government will perform an initial review of proposal/quotations received to determine compliance with the terms of the RFQ. The Government may reject an unacceptable proposals/quotations that do not conform to the RFQ.
- **Price Evaluation.** The lowest price will be determined by multiplying the offered prices time the estimated quantities in “Prices – Continuation of SF-1449, block 23, and arriving at a grand total including all options if any. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- **Responsibility Determination.** The Government will determine Contractor responsibility. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]—

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent;
Name _____.
TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
 - ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]*